

**Stipulated Award
NASD Dispute Resolution**

In the Matter of the Arbitration Between:

Jeff Smith and Mari Beth Smith (Claimants) v. Fred L. Dowd, Fred L. Dowd Co., Jeffrey B. Osher and Raymond James Financial Services, Inc.

Case Number: 04-01792

Hearing Site: Cincinnati, Ohio

Nature of the Dispute: Customers vs. Associated Persons, Non-Member and Member

REPRESENTATION OF PARTIES

Claimants Jeff Smith ("J. Smith") and Mari Beth Smith ("M. Smith") hereinafter collectively referred to as "Claimants": Harvey A. Richman, Esq., Richman Law Offices, Cincinnati, OH.

Respondents Fred L. Dowd ("Dowd"), Fred L. Dowd Co. ("Dowd Co."), Jeffrey B. Osher ("Osher"), and Raymond James Financial Services, Inc. ("Raymond James") hereinafter collectively referred to as "Respondents": Neil B. Solomon Esq., Greenberg, Traurig, P.A., West Palm Beach, FL.

CASE INFORMATION

Statement of Claim filed on or about: March 9, 2004.

Claimant J. Smith signed the Uniform Submission Agreement: March 9, 2004.

Claimant M. Smith signed the Uniform Submission Agreement: March 9, 2004.

Joint Statement of Answer filed by Respondents on or about: June 21, 2004.

Respondent Dowd did not submit a signed Uniform Submission Agreement.

Respondent Dowd & Co. did not submit a signed Uniform Submission Agreement.

Respondent Osher did not signed submit a signed Uniform Submission Agreement.

Respondent Raymond James did not submit a signed Uniform Submission Agreement.

CASE SUMMARY

Claimants asserted the following causes of action: breach of fiduciary duty, fraud, negligence, suitability, violation of state securities laws, violation of Section 2310 Conduct Rules of NASD, violations of Sections 3010 Conduct Rules of NASD, breach of contract, respondeat superior. The causes of action relate to common stock, including technology stocks.

Unless specifically admitted in their Answer, Respondent Dowd, Dowd & Co., Osher, and Raymond James denied the allegations of wrongdoing set forth in the Statement of Claim and asserted various affirmative defenses. Claimants were fully advised and understood the nature of the investments purchased in their RJFS accounts. Claimants had full complete, accurate and contemporaneous

knowledge of all transactions complained of in the Claim. Any losses incurred were the result of market price fluctuations and risks Claimants knowingly assumed. Claimants received trade confirmations and account statements in a timely fashion indicating the securities purchased, sold and transferred, as well as the net worth for the accounts at issue and continued dealing with RJFS without complaining of the positions in or status of their accounts. Claimants failed to mitigate their purported damages through continued maintenance and pursuit of their trading strategy in their RJFS accounts. Claimants' losses were caused primarily by a general market downturn that began in 2000, not by any act or omission by Respondents. Claimants failed to exercise due diligence and failed to timely disaffirm the transactions and acts complained of in the Claim despite their knowledge of any alleged wrongdoing. Claimants by their own conduct waived any and all claims they may have had. Claimants did not rely to their detriment on any act by RJFS or its agents. Claimants are not entitled to recovery against Respondents in this arbitration because RJFS and its agents acted at all times in good faith and exercised reasonable diligence. Claimants have failed to plead their common law and statutory fraud claims with the requisite particularity as required by the applicable law. Claimants' claims are barred by the applicable statute(s) of limitations, statute(s) of repose, laches. Claimants have not sufficiently pleaded and are not entitled to punitive damages, and their excessive request violates the due process guarantees of the United States Constitution.

RELIEF REQUESTED

Claimants requested: compensatory damages in the amount of \$269,569.00, punitive damages in the amount of \$200,000.00, attorneys' fees, costs, disgorgement of illicitly generated commissions and fees, post-interest and pre-interest at the statutory rate, and lost interest as provided by the Ohio Securities Acts.

Respondents requested dismissal of the Statement of Claim in its entirety, assessment of all forum fees against Claimants, and expungement of Dowd and Osher's CRD records.

OTHER ISSUES CONSIDERED AND DECIDED

Respondents Dowd, Osher, and Raymond James did not file with NASD Dispute Resolution properly executed submission agreements but are required to submit to arbitration pursuant to the Code and, having answered the claim, are bound by the determination of the Panel on all issues submitted.

Respondent Fred L. Dowd Co. is not required to submit a Uniform Submission Agreement but having answered the claim, is bound by the determination of the Panel on all issues submitted

On or about May 17, 2005, the parties entered into a settlement agreement.

The parties agreed that the Award in this matter may be executed in counterpart copies or that a

handwritten, signed Award may be entered.

AWARD

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. Claimants' claims are dismissed in their entirety.
2. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondents Fred Dowd and Jeffrey Osher's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondents Fred Dowd and Jeffrey Osher must obtain confirmation from a court of competent jurisdiction before the CRD will execute the expungement directive.
3. Any and all relief not specifically addressed herein, including punitive damages, is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 300.00
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Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. In this matter, the member firm Raymond James is a party.

Member Surcharge	= \$ 1,700.00
Pre-Hearing Process Fee	= \$ 750.00
<u>Hearing Process Fee</u>	<u>= \$ 2,750.00</u>
Total Member Fees	= \$ 5,200.00

Adjournment Fees

The following adjournment fees are assessed:

May 3-6, 2005, adjournment requested by Claimants	= \$ 562.50
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May 3-6, 2005, adjournment requested by Respondents = \$ 562.50

Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Forum fees associated with these proceedings are:

(1) Pre-hearing conference session with the Panel @ \$1,125.00/session = \$ 1,125.00
Pre-hearing conference: September 13, 2004 1 session

Total Forum Fees = \$ 1,125.00

1. The Panel has assessed \$562.50 of the forum fees to Claimants.
2. The Panel has assessed \$562.50 of the forum fees, jointly and severally, to the Respondents.

Fee Summary

1. Claimants are jointly and severally liable for:

Initial Filing Fee	= \$ 300.00
Adjournment Fee	= \$ 562.50
<u>Forum Fees</u>	<u>= \$ 562.50</u>
Total Fees	= \$ 1,425.00
<u>Less payments</u>	<u>= \$ 1,425.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

2. Respondent Raymond James is solely liable for:


Member Fees	= \$ 5,200.00
<u>Total Fees</u>	<u>= \$ 5,200.00</u>
<u>Less payments</u>	<u>= \$ 5,200.00</u>
Balance Due NASD Dispute Resolution	= \$ 0.00

3. Respondents Dowd, Dowd & Co. Osher, and Raymond James are jointly and severally liable for:

Adjournment Fee	= \$ 562.50
<u>Forum Fees</u>	<u>= \$ 562.50</u>
Total Fees	= \$ 1,125.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution	= \$ 1,125.00

NASD Dispute Resolution
Arbitration No. 04-01792
Award Page 5 of 6

Parties' Signatures


Jeff Smith
Claimant

9-26-05
Signature Date


Mari Beth Smith
Claimant

9-26-05
Signature Date

Fred L. Dowd
Respondent

Signature Date

Fred L. Dowd & Co.
Respondent

Signature Date

Jeffrey B. Osher
Respondent

Signature Date

Raymond James Financial Services, Inc.
Respondent

Signature Date

NASD Dispute Resolution
Arbitration No. 04-01792
Award Page 5 of 6


Parties' Signatures

Jeff Smith
Claimant

Signature Date

Mari Beth Smith
Claimant

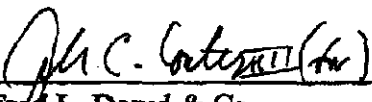
Signature Date



Fred L. Dowd
Respondent



Signature Date



Fred L. Dowd & Co.
Respondent



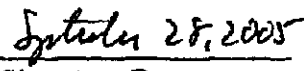
Signature Date

Jeffrey B. Osher
Respondent

Signature Date



Raymond James Financial Services, Inc.
Respondent



Signature Date

NASD Dispute Resolution
Arbitration No. 04-01792
Award Page 5 of 6

Parties' Signatures

Jeff Smith
Claimant

Signature Date

Mari Beth Smith
Claimant


Signature Date

Fred L. Dowd
Respondent

Signature Date

Fred L. Dowd & Co.
Respondent

Signature Date



Jeffrey B. Osher
Respondent

Sept 8, 2005

Signature Date

Raymond James Financial Services, Inc.
Respondent


Signature Date

ARBITRATION PANEL

Benjamin B. Segel, Esq.	-	Public Arbitrator, Presiding Chair
David W. Stanton, Esq.	-	Public Arbitrator
Marc E. Henn, CFP	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument, which is my award.


Benjamin B. Segel, Esq.
Public Arbitrator, Presiding Chair

10/3/05
Signature Date

David W. Stanton, Esq.
Public Arbitrator

Signature Date

Marc E. Henn, CFP
Non-Public Arbitrator

Signature Date

October 10, 2005
Date of Service (For NASD office use only)

ARBITRATION PANEL

Benjamin B. Segel, Esq.	-	Public Arbitrator, Presiding Chair
David W. Stanton, Esq.	-	Public Arbitrator
Marc E. Henn, CFP	-	Non-Public Arbitrator

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Benjamin B. Segel, Esq.
Public Arbitrator, Presiding Chair

Signature Date

David W. Stanton, Esq.
Public Arbitrator

Signature Date



Marc E. Henn, CFP
Non-Public Arbitrator



Signature Date

October 20, 2005
Date of Service (For NASD office use only)